

ALVORD AND ALVORD PLLC SURFACE TRANSPORTATION BOARD

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March 23, 2016

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423

Dear Section Chief,

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Partial Release of Trust Indenture (GATX Trust No. 2010-1B), dated as of March 23, 2016, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Trust Indenture and Security Agreement (GATX Trust No. 2010-1B) previously filed with the Board under Recordation Number 29480-B.

The names and addresses of the parties to the enclosed document are:

Owner Trustee: Wells Fargo Bank Northwest, National
Association
299 South Main Street, 12th Floor
Salt Lake City, UT 84111

Indenture Trustee: U.S. Bank National Association
Goodwin Square
225 Asylum Street, 23rd Floor
Hartford, CT 06103

A description of the equipment covered by the enclosed document is:

50 railcars RELEASED: GATX 208933 – GATX 208982, inclusive.

Section Chief
March 23, 2016
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A short summary of the document to appear in the index is:

Partial Release of Trust Indenture (GATX Trust No. 2010-1B).

Also enclosed is a check in the amount of \$43.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "Claire E. Murphy". The signature is written in a cursive, flowing style with a large initial "C".

Claire E. Murphy

CEM
Enclosures

PARTIAL RELEASE OF TRUST INDENTURE
(GATX TRUST NO. 2010-1B)

THIS PARTIAL RELEASE OF TRUST INDENTURE (“Release”) dated as of March 23, 2016 between **WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION**, not in its individual capacity, but solely as owner trustee (the “**Owner Trustee**”) and **U.S. BANK NATIONAL ASSOCIATION**, as indenture trustee (the “**Indenture Trustee**”) and together with the Owner Trustee, the “**Parties**”). Capitalized terms used in this Release and not otherwise defined herein shall have the meanings (by cross-reference or otherwise) in the Indenture (as defined below).

WHEREAS, the Owner Trustee and the Indenture Trustee are parties to that certain Trust Indenture and Security Agreement (GATX Trust No. 2010-1B) dated as of September 23, 2010, as supplemented by Trust Indenture Supplement No. 1 (GATX Trust No. 2010-1B) dated September 23, 2010 (“**Indenture Supplement No. 1**”) (as further amended, modified and supplemented from time to time, the “**Indenture**”);

WHEREAS, the Owner Trustee and the Indenture Trustee are parties to that certain Memorandum of Trust Indenture and Security Agreement (GATX Trust No. 2010-1B), dated as of September 23, 2010, copies of which were recorded with (i) the Surface Transportation Board (the “**STB**”) on September 22, 2010 at 3:10 p.m. and assigned recordation number 29480-B and (ii) the Registrar General of Canada (the “**RGC**”) on September 22, 2010;

WHEREAS, the Owner Trustee is party to that certain Memorandum of Trust Indenture and Security Agreement Supplement No. 1 (GATX Trust No. 2010-1B), dated as of September 23, 2010, copies of which were recorded with (i) the STB on September 22, 2010 at 3:10 p.m. and assigned recordation number 29480-C and (ii) the RGC on September 22, 2010; and

WHEREAS, the Owner Trustee and the Indenture Trustee now desire to terminate and cancel the Indenture Trustee’s security interest in and mortgage lien upon all right, title and interest of the Owner Trustee in and to certain railroad equipment listed on Exhibit A attached hereto (the “**Relevant Units**”).

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. The Indenture Trustee hereby terminates, releases and cancels the Indenture Trustee’s security interest in and mortgage lien upon all right, title and interest of the Owner Trustee in and to the Relevant Units, effective as of the date of this Release (the “**Effective Date**”) in accordance with the terms and conditions of the Indenture, and the Parties hereby agree that no rights, duties or liabilities under the Indenture in relation to the Relevant Units shall survive such termination and cancellation of the Indenture Trustee’s security interest in and mortgage lien upon all right, title and interest of the Owner Trustee in and to the Relevant Units, except with respect to indemnities, liabilities and obligations under the Indenture occurring on or prior to the Effective Date which expressly survive the termination of the Indenture.

2. The Parties agree to file this Release with the STB and RGC so as to release any security interest in and mortgage lien created by or arising out of the Indenture with respect to the Relevant Units.

3. This Release may be executed in any number of counterparts, each executed counterpart constituting an original but all together constituting only one and the same agreement.

4. This Release shall be governed by and construed in accordance with the laws of the State of New York (including without limitation Section 5-1401 of the General Obligations Law of the State of New York), without regard to conflicts of laws principles.

5. U.S. Bank National Association is executing this Release solely in its capacity as Indenture Trustee under the Indenture and not in its individual capacity and in no case shall U.S. Bank National Association be personally liable for or on account of any of the statements, representations, warranties, covenants or obligations stated to be those of the Indenture Trustee hereunder.

* * *

[Partial Release of Trust Indenture]

IN WITNESS WHEREOF, the Parties have each caused this Release to be duly executed and delivered by their respective duly authorized officers as of the date and year set forth below.

**WELLS FARGO BANK NORTHWEST,
NATIONAL ASSOCIATION**, not in its
individual capacity, but solely as owner
trustee

By: 
Name: **Lane Molen**
Title: **Assistant Vice President**

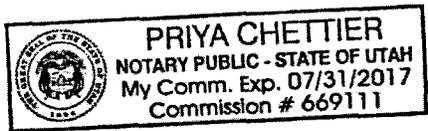
U.S. BANK NATIONAL ASSOCIATION,
as indenture trustee

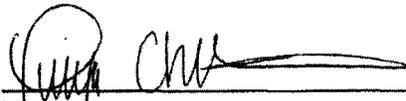
By: _____
Name:
Title:

STATE OF UTAH)
)
) SS:
COUNTY OF Salt Lake)

On this, the 11th day of March, 2016, before me, a Notary Public in and for said County and State, personally appeared _____, who being by me duly sworn, says that (s)he is the Lane Molen ~~Assistant Vice President~~ of WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION (the "Company"), that said instrument was signed on March 11th, 2016 on behalf of the Company, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of the Company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.




Name: Priya Chettier
Notary Public
My Commission Expires 07/31/2017
Residing in Utah

(SEAL)

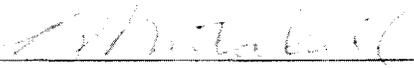
[Partial Release of Trust Indenture]

IN WITNESS WHEREOF, the Parties have each caused this Release to be duly executed and delivered by their respective duly authorized officers as of the date and year set forth below.

**WELLS FARGO BANK NORTHWEST,
NATIONAL ASSOCIATION**, not in its individual capacity, but solely as owner trustee

By: _____
Name:
Title:

U.S. BANK NATIONAL ASSOCIATION,
as indenture trustee

By:  _____
Name: Kathy L. Mitchell
Title: Vice President

STATE OF Connecticut)

COUNTY OF Hartford)

SS:

On this, the 21st day of March, 2016, before me, a Notary Public in and for said County and State, personally appeared Ruby L. Mitchell, who being by me duly sworn, says that (s)he is the Vice President of U.S. BANK NATIONAL ASSOCIATION (the "Company"), that said instrument was signed on March __, 2016 on behalf of the Company, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of the Company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Susan P. McNally
Name:
Notary Public
My Commission Expires:
Residing in Vernon, CT

(SEAL)

SUSAN P. McNALLY
Notary Public, State of Connecticut
My Commission Expires March 31, 2020

**EXHIBIT A
RELEVANT UNITS**

	Car Operating Number	Built Year
1	GATX208933	2009
2	GATX208934	2009
3	GATX208935	2009
4	GATX208936	2009
5	GATX208937	2009
6	GATX208938	2009
7	GATX208939	2009
8	GATX208940	2009
9	GATX208941	2009
10	GATX208942	2009
11	GATX208943	2009
12	GATX208944	2009
13	GATX208945	2009
14	GATX208946	2009
15	GATX208947	2009
16	GATX208948	2009
17	GATX208949	2009
18	GATX208950	2009
19	GATX208951	2009
20	GATX208952	2009
21	GATX208953	2009
22	GATX208954	2009
23	GATX208955	2009
24	GATX208956	2009
25	GATX208957	2009
26	GATX208958	2009
27	GATX208959	2009
28	GATX208960	2009
29	GATX208961	2009
30	GATX208962	2009
31	GATX208963	2009
32	GATX208964	2009
33	GATX208965	2009
34	GATX208966	2009
35	GATX208967	2009
36	GATX208968	2009
37	GATX208969	2009
38	GATX208970	2009
39	GATX208971	2009
40	GATX208972	2009

	Car Operating Number	Built Year
41	GATX208973	2009
42	GATX208974	2009
43	GATX208975	2009
44	GATX208976	2009
45	GATX208977	2009
46	GATX208978	2009
47	GATX208979	2009
48	GATX208980	2009
49	GATX208981	2009
50	GATX208982	2009

CERTIFICATION

I, Claire E. Murphy, an attorney licensed to practice in the State of New York and the State of New Jersey, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: March 23, 2016



Claire E. Murphy